

Exhibit D
CaliforniaVolunteers Policies and Requirements

1. Consideration

The total amount payable to the Contractor (hereafter Subgrantee) under this Agreement shall not exceed **\$1,536,489**. This amount reflects a cost per member of **\$16,000** and does not include the CaliforniaVolunteers (CV) Share of administrative costs, **\$15,511**. The consideration paid to Subgrantee shall be in compensation for all of the Subgrantee's expenses, as approved in Exhibit B, "Budget Form and Budget Narrative".

2. Program Year

The Program Year, defined as the 12 month period in which AmeriCorps Members (hereafter Members) will perform service, will be from 07/01/2009 to 06/30/2010.

For purposes of this grant, this period will be known and referenced as the "recovery program year" in order to differentiate it from any other AmeriCorps program that the subgrantee may be operating concurrently with this program.

3. Source of Funds

By entering into this Agreement the subgrantee acknowledges that funds are provided under the federal American Recovery and Reinvestment Act of 2009 (ARRA) and will be subject to all additional rules and requirements associated with the ARRA.

4. Compliance with Federal Requirements

By entering into this agreement, the Subgrantee agrees to comply with all federal requirements governing the AmeriCorps program, including but not limited to, the AmeriCorps Provisions and federal regulations 45 CFR 2520-2550 (incorporated into this agreement as Exhibit E), American Recovery and Reinvestment act AmeriCorps Grant Provisions (incorporated into this agreement as Exhibit K), all applicable federal regulations, and all applicable federal Office of Management and Budget Circulars, memorandums, and guidance. Information on how to access information on these requirements is provided in Exhibit G, "Resource and Reference Materials for Subgrantees."

5. Catalog of Federal Domestic Assistance (CFDA) Information

The federal funding provided to a Subgrantee under this Agreement can be identified by the following:

CFDA Number:	94.006
Federal Program Title:	AmeriCorps
Federal Award Numbers and Years:	09RCHCA001, 2009 (Competitive Programs) 09RFHCA001, 2009 (Formula Programs)

6. Scope of Work

For the purposes of this agreement, the Scope of Work shall be deemed to be the objectives, deliverables, and commitments contained in Exhibit A, "Program Narrative/Performance Measures." The Scope of Work is dependent upon the full enrollment of the number of member slots included in this award. In addition to full enrollment, the Subgrantee shall vigorously pursue the highest retention rates attainable by the program model.

7. Enrollment Requirements

The CV may adjust the Program's budget based on the number of members enrolled in the Program at the latest date members can be brought on by the Program and still complete their term of service within the program year (Final Enrollment Date), referenced below. For further clarification, please see Section 13, "CV Cost Per Member Policy" below.

The Subgrantee has set the following date(s) as the Final Enrollment Date(s) for enrolling new members into the Program. This date(s) is also the date(s) that the CV may adjust the Program's budget, based on the number of members enrolled.

Final Enrollment date for full-time (1700 hours) members: **08/10/2009**

Final Enrollment date for part-time (900 hours) members: **01/11/2010**

Final Enrollment date for reduced half-time (675 hours) members: **02/22/2010**

Final Enrollment date for quarter time (450 hours) members: **04/05/2010**

Final Enrollment date for minimum time (300 hours) members: **05/03/2010**

8. Evidence of Match Commitment

The Subgrantee is required to receive written documentation of a match commitment from any party providing the program with matching funds, including cash match, in-kind match, Education Award only (unstipended by the Corporation for National and Community Service (CNCS) members and/or any costs associated with Education Award only members. CV, in its sole discretion, shall determine if the Subgrantee has provided adequate written documentation, and the following forms may be considered by CV for this purpose:

- A. Memorandum of Understanding (MOU).** This is a signed and dated agreement between parties. It typically includes areas such as a description of services, how the cost of services will be funded, duration of the agreement, and consideration. These types of agreements are very common between the subgrantee legal applicant and member placement sites. As long as the MOU clearly has evidentiary statements about the exact amount of matching funds and a schedule of payment, an MOU can serve as evidence of matching funds.
- B. Letter of Intent.** This is a signed and dated document outlining an anticipated agreement between parties *before* a contract is finalized. There are two possibilities for the letter:
 - 1. A party who is only a contributor to the subgrantee.** This letter would serve to document the intention of contributor to give funds [cash or in-kind Board of Directors.

2. **A party who is both a contributor and a placement site for members.** This letter would serve to document the intention of contributor/placement site to both contribute and host members to the subgrantee. The letter should include a description of the intention. This should include: the amount of cash or in-kind contribution [e.g., staff time committed to supervision], at what times these intentions will be executed, and under exactly what circumstances. These terms could also be evidenced by a Board Resolution under the written consent of the Board of Directors. The letter should also include an intention to complete a MOU with the subgrantee to stipulate placement site requirements.

C. Evidence of Funds Already Received. If the subgrantee received matching funds *before* signing a CV contract, then a letter from the subgrantee that states the dollar amount received, from what source, and a schedule of payments would be evidence of matching funds. This document would also evidence matching funds that are a portion of a larger grant received by the legal applicant. This document should be signed and dated. These terms could also be evidenced by a Board Resolution under the written consent of the Board of Directors.

9. Filling of Education Award Only Positions

Education Award Only positions must be filled prior to any Corporation-sponsored stipended member slots.

10. Member Record Documentation, Verification and Retention

The Subgrantee must obtain and maintain documentation demonstrating member eligibility to serve and the successful completion of a specified term of service as required in 45 CFR Section 2526.10 and as required in the “Federal Regulations and Provisions Governing AmeriCorps Programs” provided in Exhibit E.

The Subgrantee must retain and make available all financial records, supporting documentation, statistical records, evaluation and program performance data, member information, and personnel records for three years from the date of the submission of the final Financial Status Report (FSR).

11. Matching Requirements

The Subgrantee must meet the AmeriCorps match requirements as described in the “Federal Regulations and Provisions Governing AmeriCorps Programs” in Exhibit E, more specifically 45 CFR Sections 2521.35-2529.95. Additional guidance on matching requirements is also provided in the CV Fiscal Manual that is listed in Exhibit G, “Resource and Reference Materials for Subgrantees.” Subgrantees must have appropriate documentation of all matching funds received to support the total match requirement proposed in the budget and reported in expenditure reports.

For the recovery program year, the Subgrantee and CV agree that the Subgrantee is in their **6th** year of operation, but for match purposes is in year 5 of funding and is therefore required to meet a minimum overall match of **30%**.

12. Budget Revisions

Any changes to the budget included in Exhibit B “Budget Form and Budget Narrative” that would result in a shift of funds between line items in an amount equal or greater than 10 percent or more of that line item must receive written approval from CV prior to the expenditure of these funds. In some cases, CV will be required to obtain approval from CNCS before a program can make this change. Exhibit G, “Resource and Reference Materials for Subgrantees” identifies resources available on the budget revision and approval process. Failure to receive prior approval for budget revisions may result in invoices being held until the budget changes are resolved and will be noted in monitoring reviews and may become a factor in evaluating organizational capacity for future grant making processes.

13. CV Cost per Member Service Year Policy

The portion of the CV Cost per Member Service Year (MSY) Policy which sets a maximum amount of total CNCS funding that each Subgrantee can receive on a per AmeriCorps MSY basis has been waived for the ARRA AmeriCorps Grant. However, under the Cost per MSY Policy, CV may still reduce the Subgrantee’s program budget based on a review of the status of member enrollment and the resulting MSY if the program’s enrollment is below 80 percent. For information on where to find detailed description of this policy please see Exhibit G, “Resource and Reference Materials for Subgrantees.”

14. Notification of Subgrantee Staff Changes and Minimum Staffing Requirements

Subgrantees are required to notify CV of any key program or organization staff changes within 14 working days of when the change occurs. Subgrantees must notify CV of changes in the following positions (or those that hold similar roles): Executive Director, Program Director and/or Program Coordinator, and Chief Fiscal Officer. Failure to provide such notification will be noted in monitoring reviews and may become a factor in evaluating organizational capacity for future grant making processes. Subgrantees are also strongly encouraged to notify CV of any changes in other key staff contacts for the program in a timely manner.

The subgrantee must maintain, at a minimum, one full-time staff member whose primary responsibilities are to administer the AmeriCorps program.

15. Monitoring Actions

CV as well as other state and federal agencies shall have the right to monitor subgrantees for performance in accordance with this grant. CV may monitor the subgrantee for both program and fiscal compliance. Such monitoring may result in a subgrantee being required to develop and implement corrective action plan(s) to address issues or deficiencies found as a result of monitoring. Failure to comply with these requirements may result, at CV’s discretion, in the withholding of payments until such time as the requirements are met

16. Payments

In consideration of the services specified in Section 6, “Scope of Work,” CV will reimburse the Subgrantee for approved, budgeted, expenditures that have already been incurred. The Subgrantee may not request funds for expenses that have not yet been paid.

Invoices must be submitted in the format and level of detail specified by CV. Invoices should be mailed to the address specified in Section 35 of this Exhibit.

Invoices may be submitted on a monthly or quarterly basis, but may not be submitted less frequently than quarterly. Invoices must be submitted no later than the 25th day after the completion of the month or quarter for which reimbursement is being requested. For example, if invoicing monthly for the month of January, the reimbursement request should be submitted no later than February 25th. If submitting quarterly for the quarter covering January, February, and March, the reimbursement request should be submitted no later than April 25th. The only exception to these deadlines is for the final reimbursement request. The final request must be submitted within 60 days of the end of this agreement. If an invoice is submitted after 60 days from the end of this agreement, it is likely that CV will be unable to pay that invoice. Failure to submit invoices within these timeframes will be noted in monitoring reviews and may become a factor in evaluating organizational capacity for future grant making processes.

CV may withhold payment from Subgrantees if they are found to be out of compliance with any aspect of this contract until such time as the compliance issues are adequately addressed between the parties.

The Subgrantee is prohibited from billing other federal, state, or local agencies for goods and/or services which have been billed and/or reimbursed to the contractor by CV.

For more guidance on the payment process see Exhibit G, “Resource and Reference Materials for Subgrantees.”

17. Contract Closeout Requirements

At the end of each program year the Subgrantee will be required to provide CV with documentation of the completion of program and fiscal requirements for the grant. This allows both CV and the Subgrantee to evaluate program management and review program compliance. The contract closeout process is initiated 30 days prior to the end of the program year. The Subgrantee will receive a Program Closeout Memo outlining programmatic closeout procedures including member file closeout and final progress reporting. Upon receipt of the final invoice, CV staff will verify that all programmatic requirements have been satisfied. The final invoice will not be paid until CV receives and approves the closeout documentation. Upon receipt of the final Financial Status Report (see Section 20 of this Exhibit) CV will provide the Subgrantee with a letter confirming that the contract has been closed. Once this letter has been issued, CV will de-obligate any balance of funds remaining in the grant and the Subgrantee will not be able to access these funds. For more information on CV policies regarding contract closeout, please see Exhibit G, “Resource and Reference Materials for Subgrantees.”

18. Travel

Subgrantee travel and mileage reimbursements, while on approved program business, will be reimbursed based on the policies and rates determined by the California Department of Personnel Administration (DPA) for excluded state employees. These rates and policies can be found at: <http://www.dpa.ca.gov/personnel-policies/travel/employees.htm>.

Reimbursement for travel expenses shall not be made for expenses incurred within 50 miles of the Subgrantee home or headquarters.

If the Subgrantee has different reimbursement rates for their employees than those established by DPA, those rates may be used as long as they do not exceed the rates established by DPA. AmeriCorps members should be reimbursed no less than the rates used for and subgrantee or placement site employees.

Subgrantees must request and receive prior approval from CV for out-of-state travel with grant funds. For more guidance on travel and mileage reimbursement see Exhibit G, "Resource and Reference Materials for Subgrantees."

19. Use of Federal eGrants System for Member Reporting

eGrants, the federal reporting system, is an online system designed to automate the entire grants and project management process from application to closeout. Through this system, CV receives and manages federal funds to support AmeriCorps programming. To allocated these funds, the Subgrantee must submit an application, budget, and budget narrative through eGrants.

In addition, the Subgrantee will be responsible for posting and managing the program in the federal My AmeriCorps Portal, an on-line system, within eGrants, designed to manage the AmeriCorps member experience. Recruitment, member enrollment and certification of eligibility for an education award are conducted through this system.

The Subgrantee is also required to register with the on-line national recruitment database at <https://recruit.cns.gov/programregister> prior to the start of each program year. Your 14-digit Trust Identification number (Operating Site ID#) must be used to access the password-protected database that is used to inform prospective AmeriCorps members of service opportunities throughout the nation.

The Subgrantee is responsible for maintaining staff access levels, communicating staff access information to CV, and, ultimately, maintaining the overall integrity of the information reported through eGrants.

20. Reporting Requirements

The timeframes and frequency of reporting requirements for the ARRA AmeriCorps Grant are shorter than those required for non-ARRA AmeriCorps grants. Reports must be submitted in the format and level of detail specified by CV. Reporting requirements and dates are subject to change based on additional ARRA guidance issued by the federal or state government.

The reporting deadlines below assume that subgrantees are able to submit reports directly to the Corporation for National and Community Service (CNCS) or other reporting entity via an electronic system. If this is not the case and reports must be submitted to CV who then must consolidate, approve, or otherwise review, the subgrantee reports these dates are subject to change.

Financial Status Reports

The Subgrantee must create, approve, and submit to the reporting entity (either CV or CNCS), Financial Status Reports (FSRs) quarterly. These reports will be submitted in a format and level of detail specified by CV. Subgrantees are required to submit FSRs to the reporting entity on the following dates and must report on all program expenses for the periods specified:

First Report: Due July 8, 2009 for expenses incurred from April 1-June 30, 2009

Second Report: Due October 8, 2009 for expenses incurred from July 1-September 30, 2009.

Third Report: Due January 8, 2010 for expenses incurred from October 1-December 31, 2009.

Fourth Report: Due upon submittal of final invoice, but no later than April 8, 2010.

Final Report: Due upon submittal of final invoice, but no later than July 8, 2010.

Failure to submit timely FSRs will be noted in monitoring reviews and may become a factor in evaluating organizational capacity for future grant making processes.

Progress Reports

The Subgrantee must submit quarterly progress reports that will be due 10 days after the end of each calendar quarter. The progress report due dates are:

First Progress Report: July 8, 2009

Second Progress Report: October 8, 2009

Third Progress Report: January 8, 2010

Fourth Progress Report: April 8, 2010

Final Progress Report: July 8, 2010

21. Member Living Allowances and In-Service Benefits

The Subgrantee must ensure that Members receive the following benefits:

Living Allowances

Unless otherwise agreed upon, a Subgrantee must provide a Living Allowance to full-time Members in accordance with the approved grant application. If a Subgrantee's approved application provides for a Living Allowance for Members serving less than full-time, the Subgrantee must provide the Living Allowance in accordance with the approved grant application. The minimum Living Allowance for a full-time Member in for the recovery program year is \$11,400. The maximum Living Allowance for a full-time Member for the recovery program year is \$22,800.

Subgrantees are required to pay Members the Living Allowance as a fixed stipend distributed in increments, such as weekly or bi-weekly, rather than on an hourly basis. The Living Allowance is not a wage and must not be paid based upon an hourly calculation. Payments should not fluctuate based on the number of hours served in a particular time period, and must cease when a member concludes a term of service.

FICA

Unless exempt, the Subgrantee must make its share of FICA payments on Member Living Allowances. If Subgrantee is exempt, Subgrantee must submit the appropriate documentation supporting this exemption to CV.

Income Taxes

The Subgrantee must withhold personal income taxes from Member Living Allowances. The Subgrantee must require each Member to complete a W-4 form at the beginning of the term of service and the Subgrantee must provide each Member with a W-2 form at the close of the tax year.

Unemployment Insurance

Under California Unemployment Insurance Code Section 634.5, AmeriCorps members are not considered “employees” and therefore, the Subgrantee is not required to pay unemployment insurance taxes for Members.

Workers Compensation

Under California Labor Code Sections 3351 to 3352(j) inclusive, Subgrantees are required to provide workers' compensation insurance for AmeriCorps members as they would for any other employee.

Health Care Insurance

In accordance with the federal regulations, the subgrantee is required to provide a health care policy that provides the minimum requirements specified to those full-time members not otherwise covered by a health care policy at the time of enrollment or to those members who lose coverage during their term of service as a result of participating in the Program or through no deliberate act of their own.

22. Member Rights and Reporting

Subgrantee shall notify Members that they may report any discrimination, harassment, or other illegal activities to the Office of the Inspector General (OIG) for the Corporation for National and Community Service. Subgrantee shall provide to Members the contact information for the OIG, which is currently hotline@cnsoig.gov or by telephone at (800) 452-8210.

23. Other Member Issues

Under California State Law, Chapter 365, Statutes of 2000, AmeriCorps members are exempted from the California wage and hour laws. Under California Labor Code Section 1171, AmeriCorps members are exempted from state overtime laws. Members must be informed at the time of enrollment that they

may be required to serve in excess of 8 hours per day or 40 hours per week, or both, and must be allowed to opt out of the national service program at that time. This law also prohibits discrimination against participants for refusing to work overtime for a legitimate reason.

24. Disability Inclusion

Full inclusion and participation of persons with disabilities is fundamental to the mission of AmeriCorps. The Subgrantee shall be responsible for ensuring compliance with the ADA and AmeriCorps requirements pertaining to the ADA. The Subgrantee shall also be responsible for representing the AmeriCorps program at CV'S sponsored disability trainings.

25. Recruitment and Outreach

The Subgrantee is required to develop a diverse and inclusive recruitment and outreach plan utilizing member position descriptions that address the essential functions of the positions to be filled.

26. AmeriCorps Identity

The Subgrantee must use the AmeriCorps name and logo on all service gear and public materials, such as stationary, application forms, recruitment brochures, orientation materials, member curriculum, signs, banners, press releases and publications created by AmeriCorps members in accordance with Corporation requirements. *Refer to the CNCS Graphic Standards for AmeriCorps logo, usage and required color palette.* For more information on how to access these standards and other communications related resources please see Exhibit G, "Resource and Reference Materials for Subgrantees."

Individuals serving in AmeriCorps must wear AmeriCorps logo or service uniform/gear and be clearly identified as AmeriCorps members while serving.

Subgrantees must make available to AmeriCorps members serving in their programs tools they can use to communicate about their AmeriCorps service including, but not limited to digital logos (available on www.AmeriCorps.gov) for use on their MySpace or FaceBook pages, talking points or AmeriCorps facts to share with friends and/or family or other promotional items.

27. Special Events

All Subgrantees are required to conduct both a swearing-in and graduation ceremony for all cohorts/classes of members. The AmeriCorps pledge should be administered as part of the swearing-in ceremony.

Programs are required to participate in the following events:

- A) Member Launch/Swearing-in Ceremony
- B) Member Graduation Ceremony
- C) AmeriCorps Week, 2010

Programs are strongly encouraged to participate in other National Service Days

- D) Service Nation day of Action

- E) Make a Difference Day
- F) National Family Volunteer Day
- G) National Volunteer Week April 2010
- H) National Youth Service Day
- I) September 11th Day of Service
- J) Martin Luther King Day of Service or Cesar Chavez Day of Service and Learning*

28. Media Communications

All AmeriCorps programs are required to identify a press contact person and provide the name, phone number and email address to CaliforniaVolunteers.

In order to identify the contractor's program as an AmeriCorps program administered by CaliforniaVolunteers, all press releases, fact sheets, talking points and press interviews must:

- Include the AmeriCorps and CaliforniaVolunteers name and/or logo on all printed materials
- Include the phrase, "Administered by CaliforniaVolunteers and sponsored by the Corporation for National and Community Service"

Subgrantees must provide a copy of all materials or synopsis of interviews that relate to the AmeriCorps grant or program to their CaliforniaVolunteers' Program Associate.

29. Other Communications

In order to further identify the Subgrantee program as an AmeriCorps program administered by CaliforniaVolunteers, all printed materials must include the AmeriCorps and CaliforniaVolunteers name and/or logo including, but not limited to, recruitment brochures, orientation materials, curriculum, signs, banners and publications, except those specifically designed for fundraising activities.

All Subgrantees must include a link from the "home page" of their Web site to CaliforniaVolunteers.org. When providing information about their grant and/or program on their Web site, Subgrantees must include the phrase, "Administered by CaliforniaVolunteers and sponsored by the Corporation for National and Community Service"

Periodically, CaliforniaVolunteers or the Corporation for National and Community Service will send communications to grantees for distribution to members serving in programs. All Subgrantees must ensure that every member serving in their programs receives a copy of these communications in a timely manner.

CaliforniaVolunteers and the Corporation for National and Community Service utilize photos and stories of service to promote AmeriCorps programs and members. Subgrantees are strongly encouraged to provide CaliforniaVolunteers any photos or member service stories that are appropriate for such usage. These materials may be used on CaliforniaVolunteers.org, www.nationalservice.org or other AmeriCorps or CaliforniaVolunteers promotional materials.

30. Emergency Planning and Preparedness Requirements

Programs are required to submit their Disaster and Emergency Response Information via the CV Grantee Central On-Line system during the contracting process.

Every AmeriCorps program is also required to develop a Continuity Of Operations (COOP) Plan to ensure that there is minimum disruption to their program in the event of a major disaster or emergency in their program's service delivery area. A copy of the COOP plan shall be forwarded to CV no later than 90 days after the program start date.

31. Subcontracts

Subgrantee may enter into subcontracts, if included in the approved budget, to carry out the provisions of This Agreement.

Should Subgrantee enter into a subcontract, Subgrantee shall:

- A.** Remain liable for the performance of the terms and conditions of this Agreement.
- B.** Assure that subcontractors comply with the requirements set forth under (42 U.S.C. §9901 *et seq.*), as amended.
- C.** Provide to the State, within 60 days of contract execution, the subcontractor's name, address, telephone number, contact person, contract amount, and program description of each subcontract to this Agreement.
- D.** Require that subcontractors make all documents, papers, and records relevant to the work performed available to the State and/or Federal Granting Agency or their duly authorized representative for examination, copying, or mechanical reproduction on or off the premises of the Subgrantee or subcontractor upon request during usual working hours.
- E.** Place in each of its subcontracts a provision that: "The contracting parties shall be subject to the examination and audit of the State Auditor General for a period of three years after final payment under this Agreement."
- F.** Notify the State in writing within thirty days if any subcontract under this Agreement is suspended or terminated. Additionally, in such notice Subgrantee shall identify how the suspension or termination will impact the Subgrantee's budget and scope of work.
- G.** Provide written notice to each subcontractor within five days from the date this Agreement is terminated or the date the State suspends this Agreement.
- H.** Request of each subcontractor the certification required regarding Debarment and Suspension as stated in the AmeriCorps application, Certifications and Assurances, contained in Exhibit F.

32. Compliance with Rules, Regulations, and Procedures

Activities of Subgrantee with respect to this Agreement shall be conducted in accordance with pertinent Federal and State rules and regulations, including relevant Office of Management and Budget (OMB) circulars, and amendments thereto, all American Recovery and Reinvestment Act requirements, and the AmeriCorps Regulations and Provisions attached as Exhibit E.

The Subgrantee has full fiscal and programmatic responsibility for managing all aspects of the contract and contract-supported activities, subject to the oversight of the CaliforniaVolunteers (CV). The Subgrantee is accountable to CV for its operation of the AmeriCorps program and the use of federal funds. The Subgrantee shall notify the appropriate CV representative immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the grant, or any suspected misconduct or malfeasance related to the contract or Subgrantee. The Subgrantee will inform CV of any corrective action taken or contemplated while performing the activities under this agreement. The Subgrantee must notify CV and the Office of the Inspector General immediately of losses of federal funds or goods/services supported with federal funds, or when information discovered by someone at the program indicates that there has been waste, fraud or abuse, or any violation of criminal law at the program or at the sub-recipient.

33. Provisions for Federally Funded Contracts

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds and/or member positions, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if this Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if the United States Government makes sufficient funds and/or AmeriCorps member positions available to the State for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds and/or AmeriCorps member positions and if this reduces the amount of funds and/or AmeriCorps member positions available for this Program, this Agreement shall be amended to reflect such reduction.

The State has the option to void This Agreement under the thirty-day (30) cancellation clause or to amend This Agreement to reflect any reduction of funds and/or AmeriCorps member positions.

34. Property Purchased with State or Federal Funds

Subgrantee assures that all supplies, materials, equipment or services purchased with funds provided by This Agreement shall be used solely for the activities allowed under This Agreement. All equipment, materials, supplies or property of any kind purchased from funds advanced, reimbursed or furnished by the State under the terms of this Agreement and not fully consumed in the performance of this Agreement shall be the property of the State and shall be subject to the State's administrative policies regarding disposition of equipment.

Subgrantee assures that it shall exercise due care in the use, maintenance, protection and preservation of State owned property in Subgrantee's possession or any other property purchased by Subgrantee with State or Federal funds provided hereunder.

Subgrantee shall obtain prior written approval for the purchase or lease of equipment with either an acquisition cost of \$5,000 or a useful life of one or more years, unless such intent is listed and defined in Exhibit B "Budget" of this Agreement. However, prior written approval for the purchase or lease of vehicles and trailers must be obtained from the State in each instance.

35. Address for the State

All notices, correspondence, and fiscal and programmatic reports submitted by Subgrantee to the State pursuant to the terms of this Agreement shall be made by deposit in the U.S. Mail, first class, postage prepaid, and addressed as follows:

**CaliforniaVolunteers
1110 K Street, Suite 210
Sacramento, CA 95814**

All notices shall be deemed effective upon receipt by the State.

36. Audit Reports

Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in *Government Auditing Standards, 2003 Revision*.

- A.** Private, non-profit contractors shall submit to the State one (1) copy of the required audit report within nine months of the end of the Subgrantee's fiscal year. The audit reports are to be submitted to the following address:

**CaliforniaVolunteers
Attention: Fiscal Unit
1110 K Street, Suite 210
Sacramento, CA 95814**

- B.** Local governmental entities shall submit to the State one (1) copy of the required audit report within thirty (30) calendar days after the completion of the audit, but no later than one year after the end of the audit period. The audit reports are to be submitted to the address stated above.

Local governmental agencies shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

State Controller

**Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814**

Where services or funds under this Agreement are provided to, for, or by, a wholly owned, or wholly-controlled, subsidiary of Subgrantee, Subgrantee hereby provides assurance that an audit shall be performed of this subsidiary organization in accordance with this paragraph. Said required audit report shall be made available to the State.

37. Rights on Data

The State and the Corporation reserve the right to use and reproduce all reports, data produced and delivered and any other copyrightable material produced pursuant to this Agreement and reserves the right to authorize others to use or reproduce such materials.

38. Further Guidance and Provisions

CV may from time to time issue further guidance, clarifications, or modify contract provisions to implement the requirements of ARRA and/or instructions issued by the federal or state entities overseeing these funds and the implementation of ARRA. Subgrantees agree that any such supplementary guidance, clarifications, or contract provisions shall become terms and conditions of this award.

39. Definitions

AmeriCorps*USA or AmeriCorps: means the national service programs funded under 42 U.S.C. sections 12571-12595 (Division C programs).

American Recovery and Reinvestment Act (ARRA): The American Recovery and Reinvestment act of 2009, Public Law 111-005.

Contractor/Grantee/Subgrantee: for the purposes of this Agreement means the direct recipient of Federal Funds granted by the State through this grant award. The terms and conditions of this grant award legally bind the Subgrantee.

Federal Government: means the Corporation for National and Community Service or any other entity authorized by the Federal Government to administer the Federal Governments' national service grant program and to perform such other duties prescribed by law.

State: means the CaliforniaVolunteers or any other entity authorized by the State of California to administer the State's national service plan and national service grant program and to perform such other duties prescribed by law.